

FREEDOM COMMUNICATIONS, INC.
Albany, New York

October 22, 2001

Ladies and Gentlemen:

Reference is made to the CBS Television Network Affiliation Agreement between us, as amended, without limitation, by that certain letter agreement dated September 23, 1998 (the "1998 Agreement"), relating to broadcast station WRGB at Albany, New York, and other agreements between us with respect thereto (the "Affiliation Agreement"). You and we have agreed to further amend the Affiliation Agreement, as amended, as follows. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Affiliation Agreement or the 1998 Agreement.

1. Paragraph 1(b) of the Affiliation Agreement is amended by revising the second sentence thereof to read as follows:

Such acceptance shall constitute Broadcaster's agreement that Affiliated Station will broadcast such Network Program or Network Programs in accordance with the terms of this Agreement and of such offer, and so long as Affiliated Station so broadcasts such Network Program or Network Programs, CBS will not (i) authorize the broadcast thereof on a network basis by any other broadcast station licensed to operate in Affiliated Station's community of license except as expressly contemplated by Paragraph 1(d) (xiii) (A) (1) hereof or (ii) except as otherwise provided in Paragraph 1(d) below, distribute, authorize or permit the distribution of Network Programs to or by means of any Video System available to viewers in Affiliated Station's designated market area as defined by Nielsen Media Research, Inc. ("DMA"), at any time during the Exclusivity Period; provided, however, that the covenants and provisions set forth in clause (ii) of this Paragraph 1(b) (the "Exclusivity Arrangements") shall not be applicable to (A) any Network Program the broadcast rights to which were acquired prior to September 23, 1998 or to the distribution arrangements described in that certain letter from Howard F. Jaekel, Esq. to Kurt A. Wimmer, Esq., dated September 23, 1998, or (B) as to any Licensed Network Program not covered by Clause (A), except as provided in Paragraph 1(e).

2. Paragraph 1(d) of the Affiliation Agreement is amended to read as follows:

(d) *Exception to the Exclusivity Period.* Notwithstanding Paragraph 1(b) to the contrary, Network Programs may be distributed by CBS to or by means of any Video System, or as expressly contemplated by Paragraph 1 (d) (xiii) (A) (1) hereof, prior to the expiration of the Exclusivity Period in the limited circumstances described below provided that such Network Programs are distributed by CBS in accordance with this Paragraph 1(d).

3. Paragraph 1(d) of the Affiliation Agreement is amended by adding the following subparagraph (xiii) thereto:

(xiii) Additional Permitted Distribution to or by Means of Video Systems or UPN of Network Programs Not Otherwise Excluded.

(A) Subject to the limitations and conditions set forth in subparagraph (xiii) (B) below, CBS may distribute or authorize the distribution of

(1) up to five hours per week of regularly-scheduled Prime Time Network Programs to or by means of a Video System or the UPN Television Network ("UPN"), provided that no more than two (2) hours of such programs may be distributed to or by UPN, and

(2) up to two (2) hours per day of Non-Prime Time weekday episodic dramas, to or by means of a Video System only (i.e., not by or over UPN or any over-the-air broadcast station).

(B) The additional distribution of Network Programs permitted by subparagraph (xiii) (A) above shall be subject to the following limitations:

(1) a Prime Time Network Program distributed to or by a Video System or UPN shall not be exhibited by such Video System or UPN until the third day after the first date on which CBS offers such program to CBS affiliates for simultaneous television broadcasting on the CBS Network (the "First Broadcast Date"), and shall in no event be exhibited (i) during the same Broadcast Week (i.e., the seven day period beginning on Monday and ending on Sunday) as such First Broadcast Date or (ii) on the same day and in the same time period as that in which a Network Program in the same program series is offered to CBS affiliates for simultaneous television broadcasting on the CBS Network. For example, if the First Broadcast Date of a Prime Time Network Program falls on a Friday, it may be exhibited by a Video System or UPN pursuant to this subparagraph (xiii) as early as the following Monday (i.e., on the third day after the First Broadcast Date); however, if the First Broadcast Date of a Prime Time Network Program falls on a Thursday, it may not be exhibited by a Video System or UPN until the following Monday (i.e., *four* days after the First Broadcast Date), because a Prime Time Network Program may not be exhibited pursuant to this subparagraph during the Broadcast Week in which the First Broadcast Date occurs. Similarly, if the First Broadcast Date of a Prime Time Network Program falls on a Tuesday (and is regularly scheduled at 8 PM on that night), it may be exhibited on a Video System or UPN on the following Monday or at any time thereafter, except that such Network Program may not be exhibited by a Video System or UPN on any Tuesday at 8 PM, as long as another Network Program in the same program series is being offered to affiliates at that time.

(2) a Non-Prime Time Network Program described in subparagraph (xiii) (A) (2) above may be exhibited by a Video System at any time after the initial appearance of such Network Program on the CBS Television Network, provided that such Network Programs shall not be so exhibited

in the same time period in which Network Programs in the same program series are offered to CBS affiliates for simultaneous television broadcasting on the CBS Network; provided, however, that if such a Network Program is exhibited by a Video System during the same Broadcast Week as the First Broadcast Date, CBS shall remit fifty percent of any revenues which it derives from such exhibition to the CBS Affiliates Association, which revenue shall be used or distributed in a manner determined by the Advisory Board.

4. In order further to renew the parties' opportunity to reevaluate the remedies provided in Section 1(e) of the Agreement in two years, Paragraph 3(f) (i) of the Affiliation Agreement shall be amended by changing the date in the first sentence thereof from September 25, 2001 to September 25, 2003.


5. Clause (A) of Subparagraph 3(f)(iii) of the Affiliation Agreement is amended to read:

(A) the Exclusivity Arrangements shall terminate and the phrase "except as expressly contemplated by Paragraph 1(d)(xiii)(A)(1) hereof" shall be stricken from clause (i) to the second sentence of Paragraph 1(b) of the Affiliation Agreement,

In all other respects, the terms of the Affiliation Agreement, as amended, shall remain unchanged, and are hereby confirmed and ratified. If the foregoing reflects your understanding of the agreement between you and CBS, please signify your agreement to the foregoing by executing the Agreement in the space indicated below and returning two originally executed copies of the Agreement to Robert Shellard, Vice President, Planning & Administration, CBS Affiliate Relations, 7th Floor, 51 West 52 Street, New York, New York 10019.


Very truly yours,

CBS Affiliate Relations,
A Unit of CBS Broadcasting Inc.

By: 
Name: Peter K. Schruth
Title: President

Agreed and Accepted this 15TH day of NOVEMBER, 2001.

FREEDOM COMMUNICATIONS, INC.

By: 
Name: Thomas M. Long
Title: VP/GM
WRGB

December 2, 2003

FREEDOM COMMUNICATIONS, INC.
Albany, New York

Ladies and Gentlemen:

Reference is made to the CBS Television Network Affiliation Agreement between us, as amended, without limitation, by those certain letter agreements dated September 23, 1998 and October 22, 2001 (collectively, the "NFL Amendments"), relating to broadcast station WRGB at Albany, New York, and other agreements between us with respect thereto (collectively, the "Affiliation Agreement"). You and we have agreed (the "2003 Agreement") to further amend the Affiliation Agreement as follows. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Affiliation Agreement.

1. CBS shall make available to Broadcaster for local sale two (2) additional 30-second prime-time units per week. One (1) 30-second unit shall be adjacent to or within "Without a Trace," and the other such unit shall be adjacent to or within "Judging Amy," it being understood that, in the event of cancellation of one or both of the foregoing programs, or a significant decrease in the ratings achieved by them from those prevailing during the 2003-2004 television season, the unit(s) shall be placed adjacent to or within another prime-time program(s) comparable to today's ranking of the relevant above-mentioned program (provided, in no event shall a unit be relocated to another program that has a lower rank than the program from which it is being moved). This will create a new minimum of one hundred nine (109) 30-second units per week of Prime Time Inventory to be made available for sale by Broadcaster, which minimum will be reasonably equally distributed throughout Prime Time and will remain in place through and including December 31, 2014. In addition, CBS shall make available to Broadcaster for local sale three (3) additional 30-second units per week in "The CBS Evening News With Dan Rather," or its successor program, with one such unit being scheduled as an internal break on each of Monday, Wednesday and Friday, subject to adjustment for significant ratings shortfall or gain.

To reflect this additional inventory being made available to Broadcaster:

(a) The first and third sentence of Subparagraph 2 (h) (i) shall be amended by substituting "one hundred nine (109) 30-second units" for "one hundred seven (107) 30-second units." In addition, the first clause of the first sentence of Subparagraph 2 (h) (i) shall be amended by substituting "Commencing on December 31, 2003 and continuing through December 31, 2014" for "Commencing on August 31, 1998, and thereafter during the NFL Broadcast Period".

(b) The following shall be inserted before the final sentence of Subparagraph 2 (h) (i):

In addition, from December 31, 2003 through December 31, 2014, CBS shall make available to Broadcaster for local sale three (3) additional 30-second units per week in "*The CBS Evening News With Dan Rather*" (or its successor program) (in addition to the amount of Inventory that is available for sale by Broadcaster in such Network Program as of the date hereof), with one such additional unit being scheduled on each of Monday, Wednesday and Friday, subject to adjustment for significant ratings shortfall or gain.

(c) The final sentence of Subparagraph 2 (h) (i) shall be revised to read:

Except as otherwise provided in the preceding sentence with respect to "*The CBS Evening News with Dan Rather*," and in Subparagraph 2 (h) (ii) or (iii), nothing contained in this Paragraph 2(h) shall in any way establish or otherwise affect Affiliated Station's right to Inventory during periods other than Prime Time.

In all other respects, Paragraph 2 (h) (i) will remain unchanged.

2. To reflect CBS' recapture of units of Inventory in the Network Programs "*Late Show With David Letterman*", "*The Early Show*" and "*Late, Late Show with Craig Kilborn*", Paragraph 2 (h) (v) of the Affiliation Agreement shall be amended to read as follows:

Provided that nothing in this paragraph shall limit the final sentence of Subparagraph 2 (h) (i) hereof, Broadcaster hereby acknowledges and agrees that, effective December 31, 2003, CBS shall sell for its own account (A) one (1) additional 30-second unit of Inventory per weeknight in the "*Late Show With David Letterman*" (or its successor program) in commercial position #5, (B) two (2) additional 30-second units of Inventory per weekday in "*The Early Show*" (or any successor program); and (C) four (4) 30-second units of Inventory per weeknight in "*Late, Late Show With Craig Kilborn*" (or its successor program) in commercial positions #2 (one [1] unit), #4 (two [2] units) and #5 (one [1] unit). The foregoing shall be in addition to the additional Inventory that has been sold by CBS for its own account since August 31, 1998, as contemplated by the 1998 Agreement.

3. The following new paragraph shall be added to the Affiliation Agreement immediately after the paragraph of the Affiliation Agreement titled "*Affiliated Station Contribution to NFL Football Costs*" (added by Paragraph A (14) of the 1998 Agreement), and shall become the next to last numbered paragraph of the Affiliation Agreement:

Annual NCAA Contribution.

(i) Effective as of December 31, 2003, and continuing throughout the term or any renewal or extension of the Affiliation Agreement until December 31, 2014, Broadcaster shall make annual payments to CBS that shall be determined as set forth in clause (ii) below of this subparagraph (the "Annual NCAA Contribution"). When there is a change in the Network-Affiliated Station Licensee in a particular DMA, the Annual NCAA Contributions due from the former and new Network-Affiliated Station Licensees in such DMA shall be prorated between them based on the portion of the year, between the CBS Network's initial presentation of an event (an "NCAA Event") the broadcast rights to which have been acquired pursuant to that certain agreement between CBS Broadcasting Inc. and the NCAA, dated November 18, 1999 (the "NCAA Agreement") and the CBS Network's final presentation of an NCAA Event during the same year, during which each has been a Network-Affiliated Station Licensee.

(ii) Broadcaster's Annual NCAA Contribution shall be an amount equal to (A) _____ multiplied by (B) a fraction, the numerator of which is the Affiliated Station's Households (based on television households as of 2003/2004) and the denominator of which is the Adjusted CBS Households (based on television households as of 2003/2004) of all Network-Affiliated broadcast stations affiliated with the CBS Network that are not owned or controlled, directly or indirectly, by CBS. The figure of _____ referred to in the preceding sentence reflects the total Annual NCAA Contributions of all Network Affiliated Station Licensees.

(iii) Commencing on December 31, 2003, Broadcaster's Annual NCAA Contribution shall be _____ and shall either (A) be deducted in twelve equal installments from the amounts payable by CBS, if any, to Broadcaster under Paragraph 2 hereof or (B) be paid in twelve (12) equal installments by Broadcaster to CBS on a monthly basis in arrears on or before the 15th day of each calendar month following the calendar month for which such payment is due (e.g., the first payment will be due February 15th). Within thirty (30) days after the date hereof, Broadcaster shall notify CBS in writing of the manner by which the Annual NCAA Contribution shall be paid. In the event that Broadcaster fails to so notify CBS within such thirty (30)-day period, Broadcaster shall be deemed to have elected to pay the Annual NCAA Contribution by means of a deduction against amounts payable by CBS hereunder as provided in Clause (A) of the first sentence of this Subsection (iii). CBS

shall have the right to offset against any amounts payable by CBS to Broadcaster under this Agreement any installment of the Annual NCAA Contribution that is more than one hundred twenty (120) days past due. If the installments for the Annual NCAA Contribution are deducted from the amounts payable by CBS under Paragraph 2 hereof, such monthly installments will be itemized and labeled as the "Annual NCAA Contribution" on the remittance statement that accompanies the payment by CBS. Notwithstanding anything to the contrary in the foregoing, if the total amount of Broadcaster's Annual NCAA Contribution or a monthly installment of such Annual NCAA Contribution exceeds or will exceed the amounts payable by CBS to Broadcaster under Paragraph 2 hereof for such period, CBS shall bill Broadcaster for such Annual NCAA Contribution or for such installment, as the case may be.

4. Notwithstanding anything to the contrary contained in the NFL Amendments, subparagraphs 1(a), 1(b)(ii), 1(d) and 1(e) therein are hereby extended through December 31, 2006.

5. Except as provided in paragraph 4 above, the term of this 2003 Agreement shall commence December 31, 2003 and be effective through December 31, 2014. During the foregoing period and the period provided in paragraph 4 above, the provisions contained in this 2003 Agreement shall be incorporated, as applicable, in their entirety in any amendment to or renewal of the Affiliation Agreement, and may not be amended or modified without the approval of The Board of Directors of CBS Television Network Affiliates Association, which approval may be granted or withheld in its sole and absolute discretion.

5. CBS agrees to the formation of a "Futures Committee(s)," comprised of CBS executives having responsibility for issues relating to the digital spectrum, retransmission consent, programming and marketing (including such executive having principal responsibility for High Definition Television), and representatives of the affiliate body appointed by The Board of Directors of CBS Television Network Affiliates Association, to discuss potential joint initiatives and mutual opportunities in these areas, including to the extent appropriate, issues of common concern with Congress and the FCC.

6. CBS agrees that it will not solicit Broadcaster or any other CBS Affiliated Station Licensee for financial assistance for future program acquisitions unless it has first consulted The Board of Directors of CBS Television Network Affiliates Association which, in its sole discretion, may subject such request to a full and comprehensive review in the event of significantly changed marketplace conditions.

7. This Amendment is being submitted to all Network-Affiliated Station Licensees for approval. If this Amendment is rejected by the Network-Affiliated Station

Licenses whose television stations, in the aggregate, exceed 5% or more of the total DMA coverage (as determined by Nielsen Media Research, Inc.) of such Network-Affiliated Station Licensees, then, at the option of CBS, this Amendment may be declared null and void *ab initio*. Any Network-Affiliated Station Licensee from which CBS has not received an executed copy of this Agreement by December 15, 2003 will be deemed to have rejected the Agreement for purposes of this Paragraph. Within a reasonable time following such date, CBS shall notify Affiliated Station and The Board of Directors of CBS Television Network Affiliates Association of the satisfaction or the failure to satisfy the condition set forth in this Paragraph.

In all other respects, the terms of the Affiliation Agreement, as amended, are hereby confirmed and ratified. If the foregoing reflects your understanding of the agreement between you and CBS, please signify your agreement to the foregoing by executing the Agreement in the space indicated below, faxing such executed Agreement to the attention of Rhonda Troutman at Facsimile No. 212-975-4229 and returning one original executed copy of the same to Rhonda Troutman, Vice President, CBS Affiliate Relations, 7th Floor, 51 West 52 Street, New York, New York 10019.

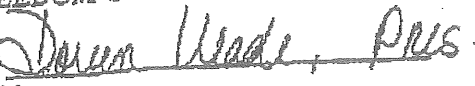
Very truly yours,

CBS Affiliate Relations,
A Unit of CBS Broadcasting Inc.

By: 
Name: Peter K. Schruoff
Title: President

Agreed and Accepted this 15th day of December, 2003.

FREEDOM COMMUNICATIONS, INC.

By: 
Name:
Title:



CBS TELEVISION
51 WEST 52 STREET
NEW YORK, NEW YORK 10019-6188

(212) 975-4191
FAX: (212) 975-4229
troutman@cbs.com

RHONDA TROUTMAN
SENIOR VICE PRESIDENT,
CBS AFFILIATE RELATIONS

April 20, 2006

Via Email & Overnight Delivery

Ms. Doreen Wade
President
Freedom Broadcasting of New York, Inc.
1400 Balltown Road
Schenectady, NY 12309

Re: Station Affiliation Agreement between Freedom Broadcasting of New York, Inc. and CBS for WRGB Albany ("CBS Affiliation Agreement").

Dear Doreen,

Reference is made to the Affiliation Agreement ("the Agreement") between Freedom Broadcasting of New York, Inc., a wholly-owned subsidiary of Freedom Broadcasting, Inc. ("Broadcaster") and CBS, dated January 29, 1996, as amended, regarding the affiliation of television station WRGB ("Station"), in Albany/Schenectady, New York with the CBS Television Network.

You and we mutually agree in this Letter Agreement to the following amendments and additional terms and conditions of the Agreement:

1. In order to clarify that Broadcaster's "first call" rights to Network Programs extend to such programs in digital format, you and we agree that the initial words of Paragraph 1 of the Agreement prior to the start of Subparagraph 1(a) shall be deleted and replaced by the following language:

"1. Offer, Acceptance and Delivery of Network Programs

Broadcaster shall have a "first call", as set forth below, on the program offerings of the CBS Television Network ("Network Programs"). Such "first call" rights shall apply to Network Programs in both analog and digital format, it being understood that, with respect to digital broadcasting, "Network Programs" shall refer to the "Primary Network Feed", which during the digital transition shall mean the digital version of those programs transmitted to CBS Affiliates for the purpose of analog broadcasting, and not to any additional program streams that may be transmitted by the Network (i.e., "multi-plexed" programming)."

2. In order to clarify that Broadcaster's network non-duplication protection rights apply to digital as well as analog broadcasting of Network Programs, you and we agree that the words "in analog and digital formats" shall be inserted into the second line of Subparagraph 9(b) of the Agreement after the words "network programming", so that the beginning of this subparagraph will read as follows:

"Broadcaster shall be entitled to exercise, within Affiliated Station's Network Exclusivity Zone, the protection against duplication of network programming in analog and digital formats,"

Also, due to modification of the FCC's regulations, you and we agree that the reference in the same Subparagraph 9(b) to "Section 76.92 through 76.97 of the FCC rules" shall be amended to read "Sections 76.92 through 76.95 of the FCC rules."

3. In addition, you and we agree to the following additional terms and conditions which shall be made part of the Agreement:

Station will, to the same extent as the Agreement provides for carriage of Network programs on its analog channel, transmit on such DTV channel the digital feed of such Network Programs in the technical format, consistent with the ATSC standards, provided by CBS, which shall be deemed to include the transmission by Station of all program related material, as defined below, provided by CBS which can be accommodated within a six MHz channel carrying a data stream of up to 19.4 megabits per second; provided, however, that nothing in the foregoing shall be deemed to prohibit Station from using digital compression technology in connection with the transmission by Station of all Network Programs and program-related material for so long as the use of such technology does not materially degrade the audio or video quality of the Primary Network Feed. CBS shall ensure that the quality of the Primary Network Feed as provided to Station is not degraded as compared to the Network Programs CBS provides in a digital format to other CBS affiliates, CBS O&Os or cable, DBS or other MVPD systems. It is expressly understood that this Agreement applies only to the Primary Network Feed in digital format of the program provided by the Network to its affiliated stations, together with any associated program related material, and that Broadcaster will in no event be required to carry additional Network digital programming (i.e., "multiplexed" programming). Consistent with and subject to the foregoing, the Station shall have the right to use any available portion of its digital signal for the purpose of transmitting local programs or any other material; provided, however, that in the event that CBS proposes that the Station carry Network multiplexed programming or ancillary data which is not "program-related

material", Broadcaster agrees to negotiate in good faith with CBS regarding the terms pursuant to which such multiplexed programming or ancillary data may be carried. As used in this paragraph, "program-related material" shall mean (i) information and material of a commercial or non-commercial nature which is directly related to the subject matter or identification of, or persons appearing in, the Network Programs, or to specific Network commercial advertisements or promotional announcements contained in the Network Programs, if such information or material is transmitted concurrently or substantially concurrently with the associated Network Program, commercial advertisement or promotional announcement, (ii) closed-captioning information, (iii) program identification codes, (iv) program ratings information, (v) alternative language feeds related to the programming, (vi) video description information, and (vii) such other material as may be essential to or necessary for the delivery or distribution of the Network Programs in digital format. Notwithstanding the above, Broadcaster shall at all times retain the right to utilize 5 megabits per second of its digital capacity for its own purposes. CBS agrees to negotiate in good faith with Station regarding the offer of CBS' programming for video-on-demand, subscription or pay services through Station's digital spectrum for the benefit of both parties.

4. Subject to the FCC's Right to Reject under Section 73.658(e) of the FCC's Rules, and superseding previous understandings regarding clearance of network programming, Station will provide and maintain its current level of clearance of programs (or, any program's replacement) on the CBS Television Network program schedule in all day-parts (including, but not limited to, Weekend Sports programming), in accordance with the foregoing and the attached Schedule A. Except for preemptions made pursuant to the FCC's Right to Reject Rule, Station agrees not to downgrade, delay or change time periods of any Network Program without the written consent of CBS. Station agrees to broadcast such Network Program in its entirety (including but not limited to commercial announcements, billboards, credits, public service announcements, promotional announcements and network identification), without interruption, alteration, deletion or addition of any kind, from the beginning of the Network Program to the final system cue at the conclusion of the Network Program. Any expansion of Network programmed time periods as set forth in Schedule A shall be subject to mutual agreement. Further, the parties agree that clearance of any additional weekend sports programming outside the current time periods shall be subject to mutual consent and, accordingly, no failure to clear such additional weekend sports programming shall count as a preemption or failure to clear under this Agreement.

Further, Station agrees (i) to continue to provide live clearance of the "full-network" format of *THE EARLY SHOW* (or its replacement), 7:00-9:00am local time, Monday-Friday; and (ii) to provide clearance of at least two (2) hours per weekday of the overnight service *UP TO THE MINUTE* (or its replacement).

Broadcaster agrees to limit one-time-only primetime preemptions to no more than 15 hours per calendar year allocated proportionally in partial years ("the Primetime Preemption Cap"). For any Primetime preemption beyond 15 hours and up to 20 hours annually, the Station agrees to pay CBS \$15,965 per hour (the "Primetime Preemption Fee"). Any Primetime preemption beyond 20 hours annually shall be considered a breach of the Affiliation Agreement unless such preemptions are made pursuant to Section 73.658(e) of the FCC's rules.

Similarly, Broadcaster agrees to limit one-time-only preemptions of Weekend Sports programming to no more than 14 hours per calendar year allocated proportionately in partial years ("the Weekend Sports Cap"). For any Weekend Sports preemption beyond 14 hours and up to 19 hours annually, the Station agrees to pay CBS \$2,074 per hour (the "Weekend Preemption Fee"). Any Weekend Sports preemption beyond 19 hours annually shall be considered a breach of the Affiliation Agreement unless such preemptions are made pursuant to Section 73.658(e) of the FCC's rules.

Station will promptly notify CBS of any preemption and payment of any Preemption Fee will be made within sixty (60) days of the written notification from CBS of the amount due; provided that in the event that Station disputes CBS' claim that a preemption fee is due, such sixty (60) day period shall be tolled until the parties resolve such dispute.

It is understood that Station's obligations pursuant the above provisions shall be subject to Station's rights under Section 73.658 (e) of the FCC's rules and Paragraph 5 (a) of the Agreement, and that Station's exercise of such rights shall in no event be deemed a breach of the obligations set forth in the above paragraph and shall not count against the Primetime Preemption Cap or the Weekend Sports Cap as set forth above; provided, however, that nothing in the foregoing will be construed to permit Station to preempt a program, regardless of the reason for the preemption, in its live or agreed time period, and then broadcast such program in a different time period, without the express written consent of CBS. Station agrees to use good faith efforts to make-good in a mutually agreed upon time period (CBS acknowledges late night as an acceptable time period) all primetime preemptions made for reasons other than the Right to Reject Rule as defined in Section 73.658(e) of the FCC rules.

5. This Letter Agreement and the terms herein shall become effective February 1, 2006 and Paragraph 3(a) of the Agreement shall be deleted and replaced by the following new Paragraph 3(a):

"3. Term and Termination.

(a) Term.

The term of this Agreement shall be the period commencing on February 1, 2006 and expiring on January 31, 2016 ("Term"). Notwithstanding any provision of any offer or acceptance under Paragraph 1 hereof, upon the expiration or any termination of the term of this Agreement, Broadcaster shall have no right whatsoever to broadcast over Affiliated Station any Network Program."

6. Station agrees to use reasonable business judgment in considering participation in CBS' Coop and Promo Swap Programs provided the elements of such Programs remain similar to the current Programs. In the event Station does participate in CBS' Coop Program in contiguous years and the CBS Marketing Coop Budget is increased in any given year, CBS agrees to increase Station's amount of matching proportionately.
7. Station agrees to abide by the standard CBS Service Mark requirements specifying acceptable ways Station may utilize the CBS Eye Service Mark in on-air and print advertising.
8. The Affiliated Station's Annual Net Compensation as specified in Paragraphs 2(a) through 2(c) of the Agreement will be revised to the amount shown below on the indicated Effective Date:

<u>Effective Date</u>	<u>Annual Net Compensation</u>
February 1, 2006-January 31, 2007	\$1,867,000
February 1, 2007-December 31, 2007	\$933,000
January 1, 2008-January 31, 2016	\$0

The parties acknowledge and agree that the foregoing payments of Annual Net Compensation in connection with the affiliation of Station with CBS through December 31, 2007, represent CBS's total financial contribution to Station during

the first two years of this Term and for the entire Term and supersedes all previous agreements with respect thereto, including, but not limited to, all compensation, promotion and capital contributions, and that the current and future benefits created by the other mutual covenants and agreements of the parties contained in this Agreement constitute good and valuable consideration sufficient for the remainder of the Term beyond 2007. Payments of Annual Net Compensation for the period from February 1, 2006 through January 31, 2007, shall be paid in twelve (12) equal installments and payments of Annual Net Compensation for the period from February 1, 2007 through December 31, 2007, shall be paid in eleven (11) equal installments and, in all cases, shall be due and payable monthly, in arrears, within 20 days from the end of each calendar month during the applicable period for which Annual Net Compensation is due. All references in the Agreement to Network Rate shall be deleted. It is understood that the prorated amounts due prior to full-execution hereof will be paid retroactively upon full execution.

9. In order to clarify the circumstances under which CBS may terminate the Agreement as a result of Station's modification to its FCC license, Paragraph 3(c) of the Agreement is amended to:

insert "in any material respect" at the end of the first sentence; and
add at the end the following new sentence:

"Notwithstanding the foregoing, CBS shall have no right to terminate this Agreement as a result of any modification to the transmitter location, power or frequency of the Station, in analog or digital (i) that does not materially degrade the audio or video quality of the Primary Network Feed or the coverage of the Station's signal or (ii) that is an FCC mandated change in coverage."

10. In order to modify each party's right to terminate the Agreement following a breach by the other party, Paragraph 3(e) of the Agreement shall be deleted and replaced with the following:

"Each party, effective upon 60 days notice to the other, may, in addition to its other rights, terminate this Agreement if any material representation, warranty or agreement of the other party contained in this Agreement has been breached, and such breach has not been cured within such 60 day period."

11. In order to implement new terms pertaining to the assignment of the Agreement to a new owner in the event the Station is sold, you and we agree that Paragraph 3(b) of the Agreement is hereby deleted and replaced by the following new Paragraph 3(b):

“3. Term and Termination.

(b) Termination on Transfer of License or
Interest in Broadcaster.

Broadcaster shall notify CBS forthwith if any application is made to the Federal Communications Commission relating to a transfer either of any interest in Broadcaster or of Broadcaster's license for Station. In the event that that proposed transferee is (i) an entity which owns, controls or has five (5) percent or greater equity interest in either the ABC Television Network, the Fox Television Network, the NBC Television Network or the WB Television Network, or any successor of those networks (a "Competing Network") or (ii) is an entity in which any owner, parent, subsidiary or affiliated entity of a Competing Network has a five (5) percent or greater equity interest, then CBS shall have the right to terminate this Agreement effective as of the effective date of any such transfer by giving Broadcaster notice thereof, within thirty (30) days after the date on which Broadcaster gives CBS notice of such application. If the preceding sentence does not apply (in which case CBS shall have no termination right), or if CBS does not timely terminate this Agreement in accordance with the preceding sentence, Broadcaster shall, prior to the effective date of any such transfer of any interest in Broadcaster or of Broadcaster's license for Station, and as a condition precedent to such transfer, procure and deliver to CBS, in form reasonably satisfactory to CBS, the agreement of the proposed transferee that, upon consummation of the transfer, the transferee will unconditionally assume and perform all obligations of Broadcaster under this Agreement. Upon delivery of such agreement to CBS, the provisions of this Agreement applicable to Broadcaster shall, effective upon the date of such transfer, be applicable to such transferee. Broadcaster's obligations to procure the assumption of this Agreement by any transferee of Affiliated Station as a condition precedent to such transfer shall be deemed to be of the essence of this Agreement; further, Broadcaster expressly recognizes that money damages will be inadequate to compensate CBS for the breach of such obligation, and that CBS shall accordingly be entitled to equitable relief to enforce the same.

12. In order to implement new terms pertaining to CBS' right to cancel Station's network non-duplication rights, you and we agree that Paragraph 9(c) of the Agreement is hereby deleted and replaced by the following new Paragraph 9(c):

(c) Station's network non-duplication rights under this paragraph shall be subject to cancellation by CBS with respect to a cable system on six (6) months written notice to Station; provided, that (i) Station is not being carried by the relevant cable system at the time CBS provides Station with such notice; (ii) in the event the cable system begins carrying Station during the six (6) month notice period, CBS will retract its notice of cancellation and its corresponding right to cancel network non-duplication rights with respect to such system will be extinguished; and (iii) CBS will not inform any cable system or other third party that it has such cancellation rights or that it has given notice canceling such rights. Such cancellation by CBS shall not affect any of the other rights and obligations of the parties under this Agreement.

13. Paragraph 4(b) of the Agreement is hereby amended by adding the following additional sentence at the end:

"Without limitation to any other rights of Station under this Agreement or applicable laws, rules or regulations, Station shall have the exclusive right to grant retransmission consent to television receive-only satellite service providers or direct broadcast satellite service providers (collectively "DBS providers") for the delivery of CBS programming in Station's television market and, accordingly, CBS shall not grant any other broadcast television station the right to grant retransmission consent to DBS providers for the delivery of CBS programming into Station's television market except that the foregoing shall not preclude (i) the delivery of stations owned by CBS into areas in Station's television market where such CBS-owned stations are "significantly viewed" or "grandfathered" as defined by the FCC, (ii) existing agreements between CBS affiliates and DBS providers in effect as of the date of this Letter Agreement; and (iii) any rights, obligations or actions required by the FCC and other applicable laws, rules and regulations; provided, however, that in the event that a CBS-owned or affiliated station is delivered into Station's television market as a result of the foregoing exceptions, Station shall have the corresponding right to grant DBS providers retransmission consent to deliver Station into areas in such other station's television market where Station is significantly viewed."

14. In order to permit notices pursuant to the Agreement to be made by facsimile delivery, you and we agree that the word "facsimile" shall be inserted between "personal delivery," and "mail" in the first sentence of Subparagraph 11(d) of the Agreement, so that the beginning of the subparagraph will read as follows:

"11(d) Unless specified otherwise, all notices given hereunder shall be given in writing by personal delivery, facsimile, mail,"

15. The terms of this Letter and Affiliation Agreement, and discussions related thereto (the "Confidential Information"), will not be disclosed to anyone who is not either employed by or retained by the Station or CBS or the corporate ownership of such party and such disclosure shall be subject to the employees agreement to this Confidentiality provision; it being understood, however, that adherence to FCC and, to the extent applicable, SEC filing and disclosure requirements will not constitute a violation of this point; provided, that all terms not required to be disclosed by the FCC or SEC, as applicable, are redacted. Any press release regarding the terms of this negotiation or Agreement, shall be made jointly by the parties. Notwithstanding any other provision of this Agreement to the contrary, this Section shall survive the expiration or termination of this Agreement.

Further, it is hereby ratified and reaffirmed that throughout this Term the: (i) terms of the September 23, 1998 and October 22, 2001 Letter Agreements between you and us which established, among other things, Station's NFL Contribution and placed various program exclusivity requirements on the Network shall remain in full force and effect per the terms of that Letter Agreement (plus any increase or renewals agreed to by the parties and by other affiliates representing 95% of non-CBS owned DMA coverage) (ii) Station's participation in the NCAA Exchange Value Program will continue as set forth in the December 2, 2003 Letter Agreement; and (iii) Station's participation in CBS Newspath shall continue throughout the Term at the current rate of \$149,811, plus one 3% annual increase effective on October 1, 2006, and, thereafter, by such annual increases agreed to by the parties. There is no charge for NNS. The parties agree that Station's current level of local inventory in non-primetime periods will remain the same through the Term.

As herein amended, all terms and conditions of the Agreement are ratified and confirmed. All individual reference herein to Station or Broadcaster shall apply to both collectively.

Four originals of this Letter Agreement are enclosed. Please indicate your approval by signing each original in the space provided below and return all originals to me for counter-execution. We will return two fully executed originals to you.

Ms. Doreen Wade
April 20, 2006
Page 10

Accepted and agreed:

Freedom Broadcasting of
New York, Inc.

By: 

Doreen Wade
President

CBS AFFILIATE RELATIONS
A Unit of CBS Broadcasting, Inc.

By: 

Peter K. Schruth
President

cc: P. Schruth, P. Farr, J. Mitchell, G. Young

Schedule A WRGB Albany

Clearance of CBS Programming on WRGB (all times local):

Monday-Friday

CBS Morning News	4:30-5:00am
The Early Show	7:00-9:00am (full network format)
Price is Right	11:00am-12:00pm
Young & Restless	12:30-1:30pm
Bold & Beautiful	1:30-2:00pm
As The World Turns	2:00-3:00pm
Guiding Light	10:00-11:00am (special 10am feed)
CBS Evening News	6:30-7:00pm
Prime Time	8:00-11:00pm
Late Show	11:35pm-12:37am
Late, Late Show	12:37am-1:37am
Up To The Minute	Minimum 2 hours per day

Saturday

Kids Programming	10:00-12:00pm
Saturday Early Show	8:00-10:00am
Saturday Evening News	6:30-7:00pm
Prime Time	8:00-11:00pm

Sunday

Kids Programming	7:00-8:00am
CBS Sunday Morning	9:00-10:30am
Face The Nation	10:30-11:00am
Sunday Evening News	6:00-6:30pm
Prime Time	7:00-11:00pm

05/01/2006 12:20 212-375-4423
84/35/2886 12:44 212-375-4239

FREEDOM BROADCAST
CBS LPH AFFILIATE REL

PAGE 02



THIS INFORMATION
IS NOT TO BE
USED FOR ANY OTHER PURPOSE

ॐ नमो भगवते वासुदेवाय
 श्रीमद्भगवद्गीता
 अध्याय १२

FOR MORE INFORMATION
CONTACT YOUR REPRESENTATIVE
OR CALL 1-800-368-5868

April 25, 2006

Via Registered & Overnight Delivery

Ms. Dorcas Wade
President
Freedom Broadcasting of New York, Inc.
1400 Balltown Road
Schenectady, NY 12309

Re: Station Affiliation Agreement between Freedom Broadcasting of New York, Inc. and CBS for WRGB Albany ("CBS Affiliation Agreement").

Dear Dorothy,

In order to extend the above referenced Agreement through May 1, 2006, Paragraph 3(a) of the Agreements is hereby amended such that "April 15, 2006" shall be deleted and replaced by "May 1, 2006."

Further, the parties hereby agree that effective February 1, 2006, Station's Network Rate and Compensation shall be reduced to \$0; however, any future agreement by the parties with respect to Station's compensation shall be made retroactive to February 1, 2006.

All other terms of the current Agreement are hereby ratified and reaffirmed.

Accepted and agreed:

**Freedom Broadcasting of
New York, Inc.**

BY:

Doreen Wade
President

CBS AFFILIATE RELATIONS
A Unit of CBS Broadcasting, Inc.

By:

Peter K. Sobrath
President

cc: T. Clark, P. Farr, J. Mitchell, P. Schmitt, G. Young



CBS TELEVISION
51 WEST 52 STREET
NEW YORK, NEW YORK 10019-6188

(212) 975-4191
FAX: (212) 975-4229
rtroutman@cbs.com

RHONDA TROUTMAN
SENIOR VICE PRESIDENT,
CBS AFFILIATE RELATIONS

May 3, 2006

Via Email & Overnight Delivery

Ms. Doreen Wade
President
Freedom Broadcasting of New York, Inc.
1400 Balltown Road
Schenectady, NY 12309

Re: Station Affiliation Agreement between Freedom Broadcasting of New York, Inc. and CBS for WRGB Albany ("CBS Affiliation Agreement").

Dear Doreen,

Reference is made to the Affiliation Agreement ("the Agreement") between Freedom Broadcasting of New York, Inc., a wholly-owned subsidiary of Freedom Broadcasting, Inc. ("Broadcaster") and CBS, dated January 29, 1996, as amended, regarding the affiliation of television station WRGB ("Station"), in Albany/Schenectady, New York with the CBS Television Network.

You and we mutually agree in this Letter Agreement to the following amendment and additional terms and conditions of the Agreement:

Paragraph 2 of the Agreement is hereby amended by adding the following additional sentence at the end:

"The parties acknowledge that in the event this Agreement is terminated by either party for any reason on or after January 1, 2008, Broadcaster will be under no obligation to return to CBS any of the Annual Net Compensation paid hereunder provided that Broadcaster performed all its obligations during years one and two of the Term hereof."

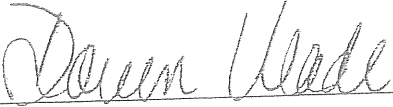
As herein amended, all terms and conditions of the Agreement are ratified and confirmed. All individual reference herein to Station or Broadcaster shall apply to both collectively.


Four originals of this Letter Agreement are enclosed. Please indicate your approval by signing each original in the space provided below and return all originals to me for counter-execution. We will return two fully executed originals to you.

Accepted and agreed:

Freedom Broadcasting of
New York, Inc.

CBS AFFILIATE RELATIONS
A Unit of CBS Broadcasting, Inc.

By: 
Doreen Wade
President

By: 
Peter K. Schruth
President

cc: P. Schruth, P. Farr, J. Mitchell, G. Young



51 WEST 52 STREET
NEW YORK, NEW YORK 10019-6188
(212) 975-4321

July 14, 2006

FREEDOM BROADCASTING OF NEW YORK, INC.
Albany, New York

Ladies and Gentlemen:

Reference is made to the CBS Television Network Affiliation Agreement between us, as amended, without limitation, by those certain letter agreements dated September 23, 1998 (the "1998 Amendment") and October 22, 2001 (the "2001 Amendment") and December 2, 2003 (the "2003 Agreement") (collectively, the "NFL/NCAA Amendments"), relating to broadcast station WRGB at Albany, New York, and other agreements between us with respect thereto (collectively, the "Affiliation Agreement"). You and we have agreed to further amend the Affiliation Agreement (the "2006 Agreement") as follows. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Affiliation Agreement.

1. The following inventory adjustments shall be made commencing September 1, 2006:

- i. Affiliates will receive one (1) additional thirty-second unit per week in the *CBS Evening News*.
- ii. CBS will recapture one (1) thirty-second Supplemental Unit currently made available to Broadcaster in Sunday Prime Time Network Programs, so that a total of six (6) Supplemental Units (one per day, Monday through Saturday) shall be available to Broadcaster per week, which, together with the Minimum Available Advertising Inventory set forth in subparagraph 2 (h) (i) of the Affiliation Agreement, will result in a new weekly guaranteed inventory of one hundred fifteen (115) thirty-second units in Prime Time Network Programs for local sale by Broadcaster.
- iii. CBS will recapture one thirty-second unit (from those broadcast during half-time) in each regular-season NFL game from those currently allocated to Broadcaster during each NFL season.

To reflect these inventory adjustments, the following amendments shall be made to Paragraph 2(h) effective September 1, 2006 through August 31, 2009:

- (a) The following sentence shall be added immediately after the penultimate sentence of Subparagraph 2(h) (i) of the Affiliation Agreement:

In addition, from September 1, 2006 through August 31, 2009, CBS shall make available to Broadcaster for local sale one (1) additional 30-second unit per week in "*The CBS Evening News*" (or its successor program) (in addition to the amount of Inventory that is available for sale by Broadcaster in such Network Program pursuant to the 2003 Agreement).

- (b) Subparagraph 2(h) (ii) of the Affiliation Agreement is amended by substituting the words "Monday through Saturday" for "each day" in the third full line of the first sentence. In addition, Exhibit B is amended by deleting the last line "Sunday 1" in Exhibit B of the Affiliation Agreement.

- (c) Subparagraphs 2(h) (iii) (A), (B) and (C) of the Affiliation Agreement are amended by substituting the numbers "eighteen (18)", "thirteen (13)" and "twenty-nine (29)" in the fourth full sentence of each paragraph (A), (B) and (C) respectively, with the numbers "seventeen (17)", "twelve (12)" and twenty-eight (28)", respectively.

In all other respects, Paragraph 2 (h) will remain unchanged.

2. To reflect limitations in Affiliated Station's exclusivity and revised and new exceptions to such exclusivity, the following amendments shall be made effective August 1, 2006 through August 31, 2009:

- (A) Paragraph 1(b) shall be amended by ending the second sentence thereof with the words "and of such offer" (on the third line of the relevant paragraph of the 1998 Amendment), and inserting the following thereafter:

As to any Network Prime Time Entertainment Program that Broadcaster accepts in accordance with the preceding sentence, CBS will not (i) authorize or permit the broadcast of any such entire Network Prime Time Entertainment Program over any over-the-air television station licensed to Affiliated Station's community of license, or authorize or permit the telecast of such entire Network Prime Time Entertainment Program on any other Broadcast Network (i.e., CW, NBC, ABC, My Network TV, Fox and any other broadcast television network that offers an interconnected program service on a national and regular basis to multiple affiliated broadcast television stations) or Cable Network (e.g. USA, TNT, Bravo, A&E) in Affiliated Station's designated market area as defined by Nielsen Media Research, Inc. ("DMA"), at any time during the Exclusivity Period.

or, (ii) authorize or permit the exhibition of an entire Network Prime Time Entertainment Program on platforms other than Broadcast & Cable Networks (e.g., the internet/broadband) prior to the first broadcast date on which CBS offers such Prime Time Network Program to CBS affiliates for simultaneous television broadcasting on the CBS Network in Affiliated Station's DMA ("CBS First Run"). The exclusivity protections set forth in the preceding sentence shall, subject to the exceptions set forth in Paragraph 1(d), constitute the "Exclusivity Arrangements."

(B) Paragraph 1 (d) of the Affiliation Agreement is amended to read in its entirety as follows:

(d) Exceptions to Exclusivity. Notwithstanding anything in Subparagraph 1(b) of the Affiliation Agreement to the contrary, the exclusivity provided for in said Subparagraph shall not apply to:

(i) news and public affairs programs (including without limitation the *CBS Evening News*, *60 Minutes*, and the distribution of News Footage and New Segments);

(ii) Talk Shows;

(iii) Award Shows;

(iv) non-Prime Time episodic dramas;

(v) Sporting Events;

(vi) subject to Paragraph 1(j), Video on Demand (i.e., distribution for viewing on a paid subscription or fee for viewing basis, at the time of each individual subscriber's own choosing, as part of a general video-on-demand service);

(vii) events of national importance, (i.e., (A) an address by the President of the United States of America on a subject of national importance or (B) coverage of a matter of immediate national concern;

(viii) promotional uses (i.e., distribution primarily for the purpose of promoting a Network Primetime Entertainment Program on the CBS Network);

(ix) a Sporting Event offered as part of a package of such events for viewing nationally on a subscription or fee for viewing basis (a "Pay-Per-View Exhibition");

(x) distribution or commercial sale of a Network Prime Time Entertainment Program to the general public for exhibition in the home by means of video cassettes, video discs or similar devices;

(xi) distribution or commercial sale to the general public of Network Programs for exhibition by means of any device which is mobile or handheld;

(xii) distribution of clips, segments, footage and or parts of Network Primetime Entertainment Programs;

(xiii) any episodic Network Program that CBS has ceased to broadcast on a network basis, i.e., "cancelled programs";

(xiv) Theatrical Movies, Made-for-Television Movies, Non-Dramatic Specials or Mini-Series.

(xv) Six (6) hours per week of regularly-scheduled Prime Time Network Entertainment Programs, not otherwise exempt from the exclusivity provisions of Paragraph 1(b), provided that any exhibition on other Broadcast Networks or Cable Networks will not be made prior to the telecast on the CBS Network and will not be in the same day and time period as that in which a Network Program in the same program series is offered to CBS affiliates for simultaneous television broadcasting on the CBS Network;

3. Paragraph 1(f) of the Affiliation Agreement entitled "Program Title" is hereby deleted.

4. Paragraph 1(g) of the Affiliation Agreement entitled "Promotion" is hereby deleted.

5. Paragraph 1 of the Affiliation Agreement is amended by adding a new subparagraph 1(j), which shall read in its entirety as follows:

(j) Affiliate Participation.

(i) Broadcaster will share in revenue paid to CBS from the exhibition or distribution on the following platforms of an entire Network Prime Time Entertainment Program during the Broadcast Season in which the episode in question has its CBS First Run, it being understood that, except for subparagraphs 1(d)(vi) and 1(d)(xv), this will not apply to programs or distribution exempted under Paragraph 1(d) above.

(A) Video-on-Demand . With respect to Network Prime

Time Entertainment Programs exhibited on a Video-on-Demand basis to subscribers in Affiliate Station's DMA, CBS shall pay Broadcaster a proportionate share, based on the number of television households in Affiliated Station's DMA divided by the total number of television households in all DMAs of CBS Network Stations in which the Network Prime Time Entertainment Program in question is exhibited on a Video-on-Demand basis, of the following percentage of Net Profits from the fees received on a fee for viewing and subscription basis ("VOD Gross Revenues") as follows:

(1) for programs that are exhibited on a Video-on-Demand basis prior to or simultaneous with the first broadcast date on which CBS offers such Prime Time Network Program to CBS affiliates for simultaneous television broadcasting on the CBS Network ("Pre-Air Exhibitions" & "Simultaneous Exhibitions"), twenty percent (20%) of Net Profits (as defined below).

(2) for programs that are exhibited on a Video-on-Demand basis after the first broadcast date on which CBS offers such Prime Time Network Program to CBS affiliates for simultaneous television broadcasting on the CBS Network ("Post-Air Exhibitions"), ten percent (10%) of Net Profits (as defined below).

For purposes of this Subparagraph, CBS Network Stations shall include all stations that regularly broadcast the programming of the CBS Television Network, including both Network-Affiliated Station Licensees and stations owned by CBS or any Affiliate thereof.

(B). Internet Streaming Exhibition With respect to the exhibition of Network Prime Time Entertainment Programs on or through the Internet from which CBS derives advertising revenues on a per click-through basis, CBS will pay Broadcaster a flat fee of Five Dollars (\$5.00) for every thousand click-throughs originating from Affiliated Station's Web Site. The amount paid to Broadcaster shall be adjusted every six (6) months to increase or decrease proportionately with the average amount received by CBS for each one thousand click-throughs (equal to 25% of CBS's CPMs).

(ii) CBS will pay Broadcaster its share of Net Profits under this subparagraph every six (6), months commencing on or about July 1, 2007, for the preceding six-month period (e.g., CBS will make the first such payment to Broadcaster on July 1, 2007 for the August 1, 2006 through December 31, 2006 period, the second

such payment to Broadcaster on December 31, 2007 for the January 1, 2007 through June 30, 2007 period, the third such payment to Broadcaster on July 1, 2008 for the July 1, 2007 through December 31, 2007 period, and so on, with the last payment on December 31, 2009 for the January 1, 2009 through August 31, 2009 period). CBS's payment shall be accompanied by a statement, in reasonable detail, accounting for (X) the VOD Gross Revenues paid to CBS pursuant to (A) above, the costs subtracted there-from in order to calculate Net Profits, and the manner in which Broadcaster's proportionate share of Net Profits was calculated; and (Y) the Internet advertising revenue derived by CBS on a per click-through basis from click-throughs originating from Affiliated Station's Web Site, and the manner in which Broadcaster's fee in accordance with (B) above was calculated.

(iii) It is understood that the Affiliates Board or its designee, on behalf of Broadcaster and all other Network-Affiliated Station Licensees, shall have the right, during the term of the Affiliation Agreement and for one year thereafter (but no more than once in any 12 month period during the term and once in the year thereafter) and subject to any contractual obligations of CBS, to a reasonable inspection and audit of the books and records of CBS that are relevant to CBS's compliance with this Subparagraph and that relate to the applicable period, upon reasonable notice to CBS.

6. Paragraph 3(f) of the Affiliation Agreement entitled "Renegotiation; Partial Expiration and Termination" is hereby deleted.

7. To reflect an adjustment in Affiliated Station's Annual NFL Contribution based on the calculations set forth above as of August 1, 2006, the following subparagraph shall be added to Paragraph 14:

(c) Effective from September 1, 2006, to August 31, 2009, Affiliated Station's Annual NFL Contribution shall be \$215,769.

8. In order to effectuate the intent of the agreements reached between the parties, the last numbered Paragraph of the Affiliation Agreement entitled "Definitions" shall be amended by:

(a) revising the definition of "NFL Agreement" to read: "*NFL Agreement*" means that certain Agreement between CBS and the NFL, as the same may be amended, extended, renewed or otherwise replaced but which, in part, grants the CBS Network rights to telecast the NFL games commencing with the 2006-2007 NFL Season through the 2008-09 NFL Season.

- (b) revising the definition of "NFL Broadcast Period" to read:
"NFL Broadcast Period" means through August 31, 2009.
- (c) revising the definition of "Exclusivity Period" to read:
"Exclusivity Period" means, with respect to a Prime Time Network Entertainment Program, (i) the period preceding the first broadcast date on which CBS offers such Prime Time Network Entertainment Program to Station for simultaneous television broadcasting on the CBS Network, and (ii) the period prior to the end of the Broadcast Season in which CBS first offers such Prime Time Network Entertainment Program to Station for simultaneous television broadcasting on the CBS Network.
- (d) adding the following definition of "Net Profits": *Net Profits* means the gross revenues received by CBS from the exhibition or distribution of any Network Prime Time Program as specified in Paragraph 1(j)(i)(A), less the costs incurred by CBS that are specifically attributable to redistributing & exhibiting the program on the particular platform (but not to the original production or acquisition of the program by CBS), including without limitation (i) sales commissions, (ii) payments to profit participants (e.g., participants involved in the creation of the program or with ownership interests in the program), (iii) music licenses, (iv) guild payments, and (v) residuals.
- (e) amending the definition of "Broadcast Season" to add the following new sentence at the end thereof: For Network Programs that have their CBS First Run outside of the above-referenced period, the "Broadcast Season" shall be deemed to be that period of time ending when the next Broadcast Season begins.
- (f) adding the following definition of "1998 Amendment": "1998 Amendment" means that certain agreement entered into between CBS and its affiliates pertaining to NFL contributions, inventory, exclusivity and other matters dated September 23, 1998.
- (g) adding the following definition of "2001 Amendment": "2001 Amendment" means that certain agreement entered into between CBS and its affiliates that amended the 1998 Amendment, dated October 22, 2001.
- (h) adding the following definition of "2003 Agreement": "2003 Agreement" means that certain agreement entered into between CBS and its affiliates pertaining to NCAA contributions, inventory, and other matters dated December 2, 2003.

9. CBS agrees to discuss in good faith with the Affiliates Board a plan for the mutual benefit of CBS and Network-Affiliated Station Licensees, providing for affiliate distribution of CBS programs (with local inventory) over the Internet and other alternate distribution platforms.

10. Without limitation of any other provision of the Affiliation Agreement, Broadcaster and CBS each agrees that, except as required by law, it will not disclose any provision of this 2006 Agreement, or any discussions or negotiations relating thereto, to any person not employed or retained by CBS, Affiliated Station, Broadcaster, their respective Affiliates, or a CBS Affiliate. No press release or other statement concerning this 2006 Agreement will be made without the approval of both parties.

11. Paragraph 4 of the 2003 Agreement, which specifies a December 31, 2006, expiration date for certain provisions of the Affiliation Agreement, is hereby deleted.

12. Except as otherwise provided herein, the commencement date of this 2006 Agreement shall be September 1, 2006, and, unless otherwise provided for in the 2003 Agreement, all terms herein and all terms of the 1998 Amendment and 2001 Amendment (subject to the amendments herein), will expire August 31, 2009. During the foregoing period, the provisions contained in this 2006 Agreement shall be incorporated, as applicable, in their entirety in any amendment to or renewal of the Affiliation Agreement, and may not be amended or modified by CBS without the approval of The Board of Directors of CBS Television Network Affiliates Association, which approval may be granted or withheld in its sole and absolute discretion.


13. This 2006 Agreement is being submitted to all Network-Affiliated Station Licensees for approval. If this 2006 Agreement is rejected by the Network-Affiliated Station Licensees whose television stations, in the aggregate, exceed 5% or more of the total DMA coverage (as determined by Nielsen Media Research, Inc.) of such Network-Affiliated Station Licensees, then, at the option of CBS, this 2006 Agreement may be declared null and void *ab initio* with respect to all affiliates. Within a reasonable time following distribution of this 2006 Agreement, CBS shall notify Affiliated Station and The Board of Directors of CBS Television Network Affiliates Association of the satisfaction or the failure to satisfy the condition set forth in this Paragraph.

In all other respects, the terms of the Affiliation Agreement, as amended, are hereby confirmed and ratified.

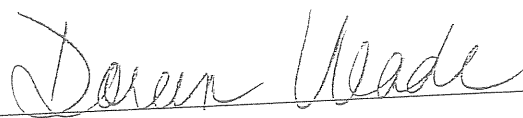
Please signify your agreement to the foregoing by executing the Agreement in the space indicated below, faxing such executed Agreement to the attention of Rhonda Troutman at Facsimile No. 212-975-4229, retain one for your records, and return one original executed copy of the same to Rhonda Troutman, Senior Vice President, CBS Affiliate Relations, 7th Floor, 51 West 52 Street, New York, New York 10019, by August 14, 2006.

Very truly yours,

CBS Affiliate Relations,
A Unit of CBS Broadcasting Inc.

By: 
Name: Peter K. Schruth
Title: President

Agreed and Accepted this 24th day of July, 2006.



Ms. Doreen Wade
President
Freedom Broadcasting of New York, Inc.
1400 Balltown Road
Schenectady, NY 12309



CBS TELEVISION
51 WEST 52 STREET
NEW YORK, NEW YORK 10019-6188

(212) 975-4321

August 21, 2006

The Network-Affiliated Station Licensees

Re: Clarification of 2006 Agreement: NFL

To: Each Network-Affiliated Station Licensee:

This letter and instrument of clarification ("Clarification") is executed and delivered by CBS Broadcasting, Inc. ("CBS") to and for the benefit of each Network-Affiliated Station Licensee that has executed and delivered to CBS, or hereafter executes and delivers to CBS, that certain letter agreement, by and between each such Network-Affiliated Station Licensee and CBS dated July 14, 2006 (the "2006 Agreement"). Reference is made to those certain CBS Television Network Affiliation Agreements by and between CBS and each respective Network-Affiliated Station Licensee, as previously amended and further amended by the 2006 Agreement (collectively, the "Affiliation Agreements"). Capitalized terms not defined herein shall have the meanings set forth in the Affiliation Agreement.

WHEREAS, certain Network-Affiliated Station Licensees have requested clarification from CBS in respect of one provision of the 2006 Agreement, and CBS desires for the benefit of itself and all parties to further evidence and clarify the parties' intended interpretation and effect of such provision by this binding instrument,

NOW, THEREFORE, CBS hereby acknowledges and clarifies that clause (ii) of Paragraph 1(b) of the Affiliation Agreement, as amended by Paragraph 2(A) of the 2006 Agreement, was intended by CBS and the other parties thereto to be, and shall be, construed as if it were drafted as follows:

(ii) authorize or permit the exhibition of an entire Network Prime Time Entertainment Program on platforms other than Broadcast & Cable Networks (e.g., the internet/broadband) prior to the conclusion of the scheduled broadcast of such Network Prime Time Entertainment Program in Station's DMA on the first broadcast date on which CBS offers such Prime Time Network Program to CBS affiliates for simultaneous television broadcasting on the CBS Network in Affiliated Station's DMA ("CBS First Run").

Very truly yours,

CBS Affiliate Relations,
A Unit of CBS Broadcasting Inc.

By: 
Name: Peter K. Schruth
Title: President